IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE

JAMES R. REPPY,

Appellant,

v.

GARY WINTERS, et al.,

Respondents.

DOCKET NUMBER WD72923
(Consolidated with WD73017)

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DATE: August 9, 2011

APPEAL FROM

The Circuit Court of Clay County, Missouri
The Honorable Larry D. Harman, Judge

APPELLATE JUDGES

Division Four: Hardwick, C.J., Pfeiffer, J., and Schieber, Sp.J.   CONCURRING.

ATTORNEYS

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MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT

JAMES R. REPPY,	)	
	)	
Appellant,	)	
v.	)	**OPINION FILED:**
	)	**August 9, 2011**
GARY WINTERS, et al.,	)	
	)	
Respondent.	)	

WD72923 (Consolidated with WD73017)   **Clay County**

Before Division Four Judges: Lisa White Hardwick, Chief Judge, Presiding, Mark D. Pfeiffer, Judge, and Robert M. Schieber, Special Judge

James A. Reppy appeals the judgment of the Circuit Court of Clay County, Missouri, granting Gary A. Winters's Motion to Dismiss and to Enforce Settlement. On appeal, Reppy argues that the evidence does not support the trial court's conclusion that the parties had achieved an agreement to settle.

REVERSED AND REMANDED.

Division Four holds:

A settlement agreement does not exist without a definite offer and a "mirror-image" acceptance. Any acceptance that includes new or variant terms from the offer presented is a counter-offer and a rejection of the original offer. Because Winter's response to Reppy's settlement offer added a term that was not in Reppy's offer, the response was not an unequivocal acceptance. The trial court's judgment, finding that an enforceable settlement agreement had been reached, was against the weight of the evidence.

Opinion by: Mark D. Pfeiffer, Judge   August 9, 2011

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.